



OCT 07, 2021

Town of Barrington
PO Box 660
Barrington NH 03825

Dear Sir/Madam

MORTON SALT, INC. / CENTRAL SALT LLC is pleased to offer you the following bulk deicing salt pricing for the season 2021/2022.

Description	Valid From	Valid To	Transport Mode	Min Order
Bulk Safe-T-Salt	JUL 01, 2021	APR 30, 2022	Delivered	MS Dump Truck Standard UNLIMI 32 TON
150 TON 5940050220/110			PORTSMOUTH NH	64.13 USD per TON
Description	Valid From	Valid To	Transport Mode	Min Order
Bulk Blizzard Wizard	JUL 01, 2021	APR 30, 2022	Delivered	MS Dump Truck Standard UNLIMI 32 TON
150 TON 5940050226/110			NEWINGTON NH	79.13 USD per TON
Total Tons:	300 TON			

Do you wish to change the tonnage? Yes ___ No ___ Upon approval, new requested tonnage is: _____ Tons

Reason for tonnage change: _____

Delivered prices are based upon full truckload quantities from SELLER's location listed above to specific to the delivery address shown below.

Any applicable taxes are extra. Terms are net 30 days. Initial order must be placed by December 31, 2021.

Tonnage Commitment: SELLER agrees to supply up to 100% of the Quoted Tonnage, and CUSTOMER guarantees to purchase a minimum of 40% of the total Quoted Tonnage by December 31, 2021 and a minimum of 50% of the total Quoted Tonnage by March 31, 2022. If CUSTOMER fails to purchase the minimum 40% December 31, 2021, SELLER reserves the right to terminate this quote. SELLER will invoice CUSTOMER for any shortfall below the minimum committed tonnage at the quoted price within thirty (30) days of the purchase deadline.

Please review your account information and advise if any changes are required:

Delivery Address:
TOWN BARRINGTON-NH
226 Smoke St
Barrington NH 03825-3815

Name and Title of Customer's authorized representative:

Customer #3664065

Email Address: _____

Phone Number: _____



MORTON SALT

To confirm and accept this quote, please sign this form and return via e-mail, mail, or fax to seller within seven (7) days of the date of this quote.

Return to:
Customer Service
Email: buyroadsalt@mortonsalt.com
Fax : 630-214-0725
444 W Lake St
Chicago IL 60606

CUSTOMER ACCEPTANCE: I accept this price quote for CUSTOMER for season 2021/2022 .

CUSTOMER's Signature: _____ Date: _____

This quote is valid for acceptance by CUSTOMER within seven (7) days after the date of issuance. If this form is not signed and returned by CUSTOMER to SELLER within seven (7) days, then the quote is null and void. This quote is not binding on Seller until CUSTOMER's signed acceptance form is accepted and confirmed in writing by Seller.

Customer # 3664065

All orders must be placed through myMorton at mymortonsalt.com/login
To place orders and view invoices 24/7, logon or register at mymortonsalt.com/login

For future correspondence, if your email address will be changing, please provide it below.

Email address for quote communication: _____



MORTON SALT

STANDARD TERMS FOR COMMERCIAL BULK DEICING SALT CUSTOMERS (2021-2022 WINTER SEASON)

“SELLER” means Morton Salt, Inc. unless otherwise stated on the quote form.

“CUSTOMER” means the customer signing the price quote; and “TONS” means short tons

1. Orders based on the price quote are subject to the terms and conditions set forth herein, and no agreement or other understanding in any way modifying or supplementing these conditions shall be binding upon SELLER unless made in writing and signed by an authorized executive of SELLER.
2. All orders are subject to product availability. SELLER reserves the right to decline any order, suspend a shipment, or terminate an existing order for any reason that affects SELLER's ability to deliver product, including, without limitation, conditions at production facilities or terminals of SELLER or SELLER's affiliates.
3. Effort will be made to ship Product as soon as possible after an order is accepted by SELLER, however SELLER shall not be responsible for any delay or failure to deliver caused wholly or in part by any cause not resulting from SELLER'S negligence, including without limitation, fire, flood, accident, strike, labor trouble, civil commotion, acts of terrorism, war, demands, requests or requirements of governmental authority, failure in production equipment, product availability, inability to obtain fuel, power, raw materials or shipping capacity or acts of God, including snow, ice or other weather-related problems. Transportation surcharges may be applied in the event of significant cost increases in transportation beyond the reasonable control of SELLER.
4. Please order at least 24 hours prior to the expected delivery date. Delivered pricing quotes are based on shipments made in dump trucks carrying a minimum quantity of 22-25 tons per shipment, except for the following: in Michigan, there is 50-ton minimum quantity (or single trailer 25-ton minimum); in Utah: a 40-ton minimum (or single trailer, 25 ton minimum or in-axle truck 18-ton minimum); in Ohio: pile delivery-200 ton minimum; a 10-ton minimum per truck pickup where offered and available. Normal delivery is 1 to 5 business days.
5. Prices quoted are good for the product sourced from the stated shipping location. Any orders for product quantities exceeding Quoted Tonnage is subject to product availability and may be declined by SELLER with no liability to Customer, or may be sourced from an alternate shipping location within SELLER's network of affiliates, and are subject to price adjustment for incremental transportation costs incurred by SELLER to fulfill such orders. SELLER reserves the right: (i) to direct Customer pickups to an alternate shipping locations within a specific market (within fifty(50) miles of the original shipping location), depending on SELLER's inventory availability, and (ii) charge a fee for any in-transit load that is diverted from its original destination in order to fulfill CUSTOMER's order. For delivered pricingquotes, if fuel costs rise to a level requiring carriers to implement a fuel surcharge, SELLER reserves the right to invoice Customer for the fuel surcharge amount as an additional charge that will be shown as a separate line item on the invoice. If implemented, the fuel surcharge amount may vary weekly, and are based on the fuel cost averages published at www.eia.doe.gov.
6. Orders must be placed via myMorton online portal whenever possible. Orders placed for pickup may not be available for 24 hours from the time the order is placed.
7. SELLER warrants the product sold hereunder is suitable for ice control only. SELLER's liability is limited to providing additional material, to the extent any material is shown to be otherwise than warranted, and SELLER shall be in no event liable otherwise or for indirect or consequential damages. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. Any claims of quantity errors, quality issues, or damages must be made in writing to SELLER within five (5) days of delivery and must include satisfactory evidence. Customer, by acceptance of the Product, assumes all risk and responsibility incident to the handling and use of said product and for the results obtained through the use of said material, and shall indemnify and hold SELLER harmless of and from any and all claims with respect thereto.
9. The price quote does not include any sales, use or other taxes, which will be added to the price, if applicable, as a separate line item at time of invoicing. All purchases are subject to the appropriate sales tax rate, and the Customer will be charged such tax unless Customer is exempt and has provided SELLER with the appropriate sales tax exemption certificate for Customer.
10. Payment is due net thirty (30) days, subject to SELLER's Credit Department approval. SELLER reserves the right to charge a one and a half percent (1 ½%) per month service charge on amounts outstanding more than thirty (30) days from the date of the invoice, effective as of the thirty-first day from the date of invoice. SELLER also reserves the right upon notice to CUSTOMER to condition any future shipments (including those previously ordered or in transit) upon SELLER'S receipt of cash, certified or cashier's check in the amount of the invoiced price for such shipments and inclusive of all freight.
11. In the event of a product shortage, SELLER has the right to allocate available product among its customers, including itself.
12. This price quote and terms herein are construed and governed by the laws of the State of Illinois.

444 West Lake Street
Suite 3000
Chicago, IL 60606-0090

TEL 855.665.4540
WEB mymortonsalt.com/login

MORTON SALT, INC.

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